

Exhibit B-2

Rothschild & Co Engagement Agreement

As of July 1, 2023

Eversheds Sutherland (US) LLP
227 West Monroe Street, Suite 6000
Chicago, Illinois 60606
Attn: Erin E. Broderick



Ladies and Gentlemen:

This letter (the “Agreement”) will confirm the terms and conditions of the agreement among (i) the members of the executive committee (“Executive Committee”) of an Ad Hoc Committee of Non-US Customers of FTX.com (the “Ad Hoc Committee”); (ii) Eversheds Sutherland (US) LLP (“Counsel”), in its capacity as legal counsel to the Executive Committee and as an authorized agent and signatory of each of the undersigned Executive Committee members made party hereto; and (iii) Rothschild & Co US Inc. (“Rothschild & Co”), regarding the retention of Rothschild & Co as exclusive financial advisor and investment banker to the Executive Committee and Counsel, on behalf of the Executive Committee.

By way of background, on November 11, 2022 and November 14, 2022, FTX Trading Ltd. and certain of its affiliates (collectively, the “Company”) filed voluntary petitions for relief under Title 11 of the United States Code §§ 101 *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court” and such case, the “Bankruptcy Case”).

For purposes of this Agreement, Rothschild & Co’s engagement shall be deemed to be on behalf of Counsel and the Executive Committee, and all direction as to the financial advisory services provided herein shall be received by Rothschild & Co from Counsel or the Executive Committee, notwithstanding the fact that the Company shall be responsible for the payment of the fees and expenses to Rothschild & Co as set forth in a separate reimbursement agreement (the “Reimbursement Agreement”) by and between the Company and Rothschild & Co.

Each current member of the Executive Committee has been made a signatory hereto in accordance with that certain resolution by written consent of the Executive Committee dated August 23, 2023, pursuant to which each current member of the Executive Committee has approved the retention of Rothschild & Co on the terms of this Agreement and has authorized Counsel to execute this Agreement on their behalf. This Agreement is legally binding with respect to each such member of the Executive Committee and each such member of the Executive Committee shall be responsible for their individual obligations hereunder as a member of the Executive Committee.

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Section 1 Services to be Rendered. Rothschild & Co will perform the following services to the extent Rothschild & Co deems necessary, appropriate and feasible and as requested by Counsel or the Executive Committee:

- (a) assist Counsel and the Executive Committee in evaluating the financial aspects of the Company, including with respect to the financial and operating statements of the Company; the business plans and forecasts developed by the Company and the Company's liquidity and financing alternatives;
- (b) provide such financial analyses as Counsel or the Executive Committee may reasonably request, including recovery waterfall analyses (but excluding valuation and asset monetization analyses unless otherwise agreed);
- (c) review and analyze the Company's recovery waterfall analyses;
- (d) evaluate strategic alternatives of the Company;
- (e) represent Counsel and the Executive Committee in negotiations with the Company and other parties in interest;
- (f) analyze any proposed Plan (as defined herein) on behalf of Counsel and the Executive Committee and assist Counsel and the Executive Committee in developing responses thereto;
- (g) as reasonably requested by Counsel or the Executive Committee, participate in hearings before the Bankruptcy Court;
- (h) assist Counsel and the Executive Committee in determining an appropriate capital structure for the Company;
- (i) attend meetings between Counsel, the Executive Committee and the Company and advise Counsel and the Executive Committee in connection therewith; and
- (j) render such other financial advisory and related services as may be agreed upon from time to time by Counsel, the Executive Committee and Rothschild & Co in connection with the foregoing.

As used herein, the term "Plan" shall mean a chapter 11 plan of the Company confirmed in connection with the Bankruptcy Case.

As used herein, the term "Approved Plan" shall mean a Plan that (i) Rothschild & Co and Counsel, on behalf of the Executive Committee, actively participate in the negotiation of, (ii) Rothschild & Co and Counsel advise the Executive Committee to recommend for approval by the

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Ad Hoc Committee, and (iii) has been approved by at least two-thirds in amount of claims and half in number of the primary class of FTX.com customers who submit votes on the Plan.

In performing its services pursuant to this Agreement, and notwithstanding anything to the contrary herein, Rothschild & Co is not assuming any responsibility for the decision of Counsel or the Executive Committee to pursue (or not to pursue) any business strategy or to effect (or not to effect) any Transaction or other transaction. Rothschild & Co shall not have any obligation or responsibility to provide accounting, audit, “crisis management” or business consultant services, and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements nor shall Rothschild & Co act in the official capacity of an appraiser of specific assets of the Company or any other party.

Counsel and the Executive Committee acknowledge that Rothschild & Co is not providing any advice on tax, legal or accounting matters. Counsel and the Executive Committee will seek the advice of their own respective professional advisors with respect to such matters and make an independent decision regarding any transaction contemplated herein based on such advice.

Section 2 Information Provided by the Company, Counsel and the Executive Committee.

Counsel and the Executive Committee acknowledge and agree that, in rendering its services hereunder, Rothschild & Co will be using and relying on information made available to it by the Company, Counsel, the Executive Committee and their respective advisors (the “Information”) and information available from public sources. Counsel and the Executive Committee recognize and confirm that Rothschild & Co (i) will use and rely solely on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having assumed any obligation to verify independently the same; (ii) will be entitled to assume and rely upon the accuracy and completeness of the Information and such other information; and (iii) does not assume responsibility for the accuracy or completeness of the Information and such other information. Rothschild & Co will assume that any projected or forecasted financial information provided by the Company, Counsel or the Executive Committee reflects the best available estimates of future financial performance. Each of Counsel and the Executive Committee will promptly notify Rothschild & Co if it learns of any material inaccuracy or misstatement in, or material omission from, any Information previously delivered to Rothschild & Co or if it has developed revised projections or forecasts.

Section 3 Fees of Rothschild & Co.

(a) As compensation for the services rendered to Counsel and the Executive Committee, Rothschild & Co shall be paid (via wire transfer or other mutually acceptable means) the following fees in cash, which fees are acceptable to the Company, Counsel and the Executive Committee:

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- i. Commencing as of July 1, 2023, and whether or not a Transaction is proposed or consummated, an advisory fee (the “Monthly Fee”) of \$175,000 per month during the term hereof.
- ii. A fee (the “Transaction Fee”) of \$3,500,000 payable upon the effective date of an Approved Plan.

(b) The payment by the Company of Rothschild & Co’s fees and expenses, including the Monthly Fee and the Transaction Fee, shall be made pursuant to the Reimbursement Agreement, and will be subject to, and made in accordance with, the Bankruptcy Court’s order approving the Company’s reimbursement obligations to Rothschild & Co.

(c) Counsel and the Executive Committee shall use commercially reasonable efforts to cause the Company to request from the Bankruptcy Court the inclusion of a standard release and indemnification provision in favor of Rothschild & Co, in a form materially consistent with Exhibit A to this Agreement, in an Approved Plan. In addition, Counsel and the Executive Committee shall use commercially reasonable efforts to cause any Transaction or any Plan to provide for payment in full of all of Rothschild & Co’s fees, expenses and indemnification hereunder. Notwithstanding anything herein to the contrary, no delay or failure by the Company to indemnify Rothschild & Co under Exhibit A of this Agreement shall affect the obligations of the Company to reimburse Rothschild & Co pursuant to the Reimbursement Agreement or as may otherwise be agreed to in writing.

Notwithstanding anything herein to the contrary, except as may otherwise be agreed to in writing, in no event will Counsel or the Executive Committee be liable for Rothschild & Co’s fees and expenses hereunder. Rothschild & Co acknowledges and agrees that, except as may otherwise be agreed to in writing, neither Counsel nor the Executive Committee will be required to expend, risk or advance any of their own funds to satisfy the fees or expenses of Rothschild & Co hereunder. Notwithstanding such arrangement, Rothschild & Co’s duties hereunder run solely to Counsel and the Executive Committee, and Rothschild & Co is not authorized to be, and will not purport to be, acting on behalf or at the direction of the Company for any purpose unless otherwise agreed to by Rothschild & Co, Counsel, the Executive Committee and the Company.

Section 4 Expenses. Rothschild & Co shall be reimbursed for its reasonable and documented out-of-pocket expenses incurred in connection with the performance of its engagement hereunder, including, without limitation, the reasonable fees, disbursements and other charges of Rothschild & Co’s counsel, pursuant to the Reimbursement Agreement, and subject to, and in accordance with, the Bankruptcy Court’s order approving the Company’s reimbursement obligations to Rothschild & Co. Reimbursable expenses shall also include, but not be limited to, expenses incurred in connection with travel and lodging, data processing and communication charges, research and courier services and performance of know-your-customer and anti-money laundering checks with respect to the members Ad Hoc Committee.

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Section 5 Indemnity and Exculpation. Subject to Section 3(c) hereof, the provisions of Exhibit A hereto provide for indemnification of Rothschild & Co and certain related persons. Such indemnification is an integral part of this Agreement and the terms thereof are incorporated by reference as if fully stated herein. Such indemnification shall survive any termination, expiration or completion of this Agreement or Rothschild & Co's engagement hereunder.

Counsel and the Executive Committee agree that no Exculpated Party (as defined below) shall have any liability (whether direct or indirect, in contract tort or otherwise) to Counsel or the Executive Committee for or in connection with advice or services rendered or to be rendered by any Exculpated Party pursuant to this Agreement, the transactions contemplated hereby or any Exculpated Party's actions or inactions in connection with any such advice, services or transactions except for and only to the extent that the losses of Counsel or the Executive Committee are finally judicially determined by a court of competent jurisdiction to have arisen primarily because of the bad faith, gross negligence, willful misconduct or fraud of such Exculpated Party in connection with any such advice, actions, inactions or services. The term "Exculpated Party" means each of Rothschild & Co, its affiliates (within the meaning of Rule 12b-2 of the Securities Exchange Act of 1934, as amended) and each of their respective officers, directors, employees and agents and each other person, if any, controlling Rothschild & Co or any of its affiliates.

Section 6 Term. The term of Rothschild & Co's engagement shall commence on the date hereof and shall extend until the effective date of an Approved Plan and payment of all fees and expenses hereunder that are due and payable. This Agreement may be earlier terminated by Counsel or Rothschild & Co by providing thirty (30) days advance notice in writing. An Executive Committee Member may terminate, as for itself, Rothschild & Co's engagement (i) upon thirty (30) business days' written notice to Counsel, Rothschild & Co and the remaining Executive Committee Members or (ii) upon delivery of written notice to Counsel, Rothschild & Co and the remaining Executive Committee Members that such Executive Committee Member is no longer a beneficial holder (or investment advisor or manager of beneficial holders) of any claims in the Bankruptcy Case. For the avoidance of doubt, termination of Rothschild & Co's engagement with respect to one Executive Committee Member shall not terminate Rothschild & Co's engagement with respect to the other Executive Committee Members. In the event that this engagement is terminated by all Executive Committee Members, the engagement shall, in turn, terminate with respect to Counsel.

If this Agreement is terminated, Rothschild & Co shall be entitled to (a) reimbursement of any and all reasonable expenses described in Section 4 and (b) payment of any fees which are due and owing to Rothschild & Co upon the effective date of termination (including, without limitation, any additional Monthly Fees required by Section 3(a)(i) hereof); provided, that the final Monthly Fee will be pro-rated for any incomplete monthly period of service. Termination of this Agreement shall not affect or impair the provisions of Exhibit A. Notwithstanding any termination of this Agreement and subject to Section 3(c) hereof, the Transaction Fee shall be payable in the event that (a) an Approved Plan becomes effective at any time prior to the expiration of one year after such termination, or (b) an agreement with respect to a proposed Plan is executed by the Company and

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the applicable other parties at any time prior to one year after such termination (which agreement subsequently results in the effectiveness of an Approved Plan at any time thereafter).

Section 7 Miscellaneous.

(a) *Survival, Successors & Assigns.* Sections 3 through 7 hereof, inclusive, including the provisions set forth in Exhibit A hereto, shall survive the termination or expiration of this Agreement. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto and thereto, and the obligations and liabilities assumed in this Agreement and Exhibit A by the parties hereto and thereto shall be binding upon their respective successors and assigns.

(b) *Ad Hoc Committee Members.* All members of the Ad Hoc Committee must satisfy Rothschild & Co's compliance and onboarding procedures (including, without limitation, satisfaction of customary know-your-customer and anti-money laundering checks). To satisfy those procedures, (i) the information requested as part of Rothschild & Co's initial know-your-customer request will be provided by the members and shared with Rothschild & Co by September 11, 2023, and (ii) the remaining know-your-customer information collected via the Company's claims portal will also be shared with Rothschild & Co, unless a member elects to provide this information to Rothschild & Co in a different way. Counsel and the Executive Committee shall take all such action as is required to remove from the Ad Hoc Committee any members that do not satisfy such procedures as provided in clause (i) of the immediately preceding sentence unless otherwise agreed by Rothschild & Co in writing (email being sufficient).

(c) *Additional Members.* Counsel has provided Rothschild & Co with a complete and accurate list of all current members of the Ad Hoc Committee. Counsel shall promptly notify Rothschild & Co if any additional person or entity seeks to join the Ad Hoc Committee, and any such person or entity must satisfy the Rothschild & Co compliance and onboarding procedures detailed in clauses (i) and (ii) of Section 7(b) above prior to, or within a reasonable period of time after, joining the Ad Hoc Committee (as determined in good faith by Rothschild & Co and Counsel); provided, that any such additional person or entity shall be subject to the last sentence of Section 7(b) of this Agreement in the event that such additional person or entity fails to satisfy the foregoing procedures.

(d) *Benefit of Agreement; No Reliance by Third Parties.* The advice (oral or written) rendered by Rothschild & Co pursuant to this Agreement is intended solely for the benefit and use of Counsel and the Executive Committee in considering the matters to which this Agreement relates, and Counsel and the Executive Committee agree that such advice may not be relied upon by any other person (including, without limitation, any other member of the Ad Hoc Committee), used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose (including, without limitation, to any other member of the Ad Hoc Committee) without the prior written consent of Rothschild & Co. In addition, Counsel and the Executive Committee agree that they will not, and will not permit any of their affiliates to, make any public

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reference to Rothschild & Co except with the prior written consent of Rothschild & Co or as otherwise provided in this Agreement. Notwithstanding the foregoing, Counsel, the Executive Committee and Rothschild & Co shall agree in good-faith on a process whereby certain information or materials provided by Rothschild & Co to the Executive Committee and Counsel may be shared on a confidential and non-reliance basis with other members of the Ad Hoc Committee in furtherance of the aims of this engagement, which will include, if requested by Rothschild & Co, the execution (which may be electronically by “click through” agreements) of an access/non-reliance letter acceptable to Rothschild & Co (which shall in all cases include language substantially similar to the second paragraph of Section 5 of this Agreement). For greater certainty, Rothschild & Co shall have no duties or obligations to any member of the Ad Hoc Committee other than the Executive Committee.

(e) *Nature of Relationship.* The relationship of Rothschild & Co to Counsel and the Executive Committee hereunder shall be that of an independent contractor and Rothschild & Co shall have no authority to bind, represent or otherwise act as agent, executor, administrator, trustee, lawyer or guardian for the Company, Counsel and the Executive Committee, nor shall Rothschild & Co have the authority to manage money or property of the Company, Counsel or the Executive Committee. The parties hereto acknowledge and agree that by providing the services contemplated hereunder, Rothschild & Co will not act, nor will it be deemed to have acted, in any managerial or fiduciary capacity whatsoever with respect to the Company, Counsel or the Executive Committee.

(f) *Other Rothschild & Co Activities.* Rothschild & Co and its affiliates are involved in a wide range of financial advisory and investment banking activities from which conflicting interests or duties may arise. Rothschild & Co will not have any duty to disclose to the Executive Committee or Counsel or utilize for the Executive Committee’s or Counsel’s benefit any non-public information acquired in the course of providing services to any third-party, engaging in any transaction (for its own account or otherwise) or otherwise carrying on its business. In addition, in the ordinary course of business, Rothschild & Co and its affiliates may provide financial advisory or other investment banking services to, or have other relationships with, companies that may be customers, counterparties or competitors of the members of the Executive Committee or the Company or that may otherwise have relationships with the members of the Executive Committee or the Company. In the ordinary course of their asset management, merchant banking and other business activities, affiliates of Rothschild & Co may hold long or short positions, and may trade or otherwise effect transactions, for their own accounts or the accounts of their clients in equity, debt or other securities (or related derivative securities) or financial instruments of any company that may be involved in the Bankruptcy Case.

(g) *Required Information.* Counsel agrees to provide Rothschild & Co with its tax or other similar identification numbers and/or other identifying documents, as Rothschild & Co may request, to enable it to comply with applicable law. For your information, Rothschild & Co may also screen Counsel against various databases to verify its identity. Each member of the Executive Committee represents and warrants that it has provided to Rothschild & Co a true and complete list

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of (i) its directors and executive officers and (ii) each beneficial owner of 20% or more of its outstanding equity interests on a fully-diluted basis.

(h) *Public Announcements.* Counsel and the Executive Committee acknowledge that Rothschild & Co may at its option and expense, after announcement of a Transaction, place announcements and advertisements or otherwise publicize the Transaction in such financial and other newspapers and journals as it may choose, stating that Rothschild & Co acted as financial advisor to the Executive Committee in connection with such transaction. Counsel and the Executive Committee further acknowledge that Rothschild & Co may reference its engagement as financial advisor to the Executive Committee in its general marketing and promotional materials.

(i) *CHOICE OF LAW: JURISDICTION.* THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN NEW YORK, NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO SUCH STATE'S PRINCIPLES OF CONFLICTS OF LAWS. REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE PARTIES HERETO, EACH SUCH PARTY HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY AND ALL CLAIMS OR DISPUTES BETWEEN THE PARTIES HERETO PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT IN (A) ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK OR (B) THE BANKRUPTCY COURT OR ANY COURT HAVING APPELLATE JURISDICTION OVER THE BANKRUPTCY COURT. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH PARTY CONSENTS TO THE SERVICE OF PROCESS IN ACCORDANCE WITH NEW YORK LAW, AND AGREES THAT THE SIGNATORIES IDENTIFIED ON THE SIGNATORY PAGE HEREOF SHALL BE AUTHORIZED TO ACCEPT SERVICE ON ITS BEHALF.

(j) *Waiver of Jury Trial.* Each of the parties hereto hereby knowingly, voluntarily and irrevocably waives any right it may have to a trial by jury in respect of any claim upon, arising out of or in connection with this Agreement or any Transaction. Each of the parties hereto hereby certifies that no representative or agent of any other party hereto has represented, expressly or otherwise, that such party would not seek to enforce the provisions of this waiver. Each of the parties hereto hereby acknowledges that it has been induced to enter into this Agreement by and in reliance upon, among other things, the provisions of this paragraph.

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(k) *Entire Agreement.* This Agreement, including the exhibit(s) hereto, embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each of the parties hereto. Each of the parties hereto represent and warrant that they are each validly existing and in good-standing under the laws of its jurisdiction of incorporation or formation.

(l) *Authority.* Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and the transactions contemplated hereby. Each party hereto further represents that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each of the parties hereto and constitutes the legal, valid and binding agreement thereof, enforceable in accordance with its terms. Rothschild & Co will assume that any instructions, notices or requests have been properly authorized by Counsel or a member of the Executive Committee, as applicable, if they are given or purported to be given by a person who is, or is reasonably believed by Rothschild & Co to be, a director, officer, employee or authorized agent of Counsel or a member of the Executive Committee, as applicable.

(m) *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, portable document format (PDF) or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

(n) *Notices.* Any notice given pursuant to, or relating to, this Agreement shall be in writing and shall be mailed or delivered by courier (a) if to Counsel, at the address set forth above, (b) if to the Executive Committee, to Counsel, acting on its behalf, and (c) if to Rothschild & Co, to Rothschild & Co US Inc., 1251 Avenue of the Americas, 33rd Floor, New York, New York 10020, Attention: Charles Delo, with a copy to Rothschild & Co US Inc., 1251 Avenue of the Americas, 34th Floor, New York, New York 10020, Attention: General Counsel.

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If the foregoing correctly sets forth the understanding and agreement among the parties hereto, please so indicate by signing the enclosed copy of this Agreement, whereupon it shall become a binding agreement among the parties hereto as of the date first above written.

Very truly yours,

ROTHSCHILD & CO US INC.

By: 
Name: Charles Delo
Title: Managing Director

Date: August 23, 2023

Acknowledged:

ROTHSCHILD & CO
LEGAL & COMPLIANCE

By: 
Name: Kate Taylor
Title: Associate General Counsel

Date: August 23, 2023

Eversheds Sutherland (US) LLP
As of July 1, 2023



Accepted and Agreed to as of
the date first written above:

EVERSHEDS SUTHERLAND (US) LLP,
as counsel to the Executive Committee



By: _____

Name: Erin E. Broderick

Title: Counsel

Date: August 23, 2023

Eversheds Sutherland (US) LLP
As of July 1, 2023



Accepted and Agreed to as of
the date first written above:

K-BIT GLOBAL LIMITED, as a
member of the Executive Committee

By: Eversheds Sutherland (US) LLP, as
counsel to the Executive Committee

Erin E. Broderick

By: Erin E. Broderick
Its: Authorized Signatory

Eversheds Sutherland (US) LLP
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GSR MARKETS LIMITED, as a
member of the Executive Committee

By: Eversheds Sutherland (US) LLP, as
counsel to the Executive Committee



By: Erin E. Broderick
Its: Authorized Signatory

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**NICKEL DIGITAL ASSET
MANAGEMENT**, as a member of the
Executive Committee

By: Eversheds Sutherland (US) LLP, as
counsel to the Executive Committee

Erin E. Broderick

By: Erin E. Broderick
Its: Authorized Signatory

Eversheds Sutherland (US) LLP
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SVALBARD HOLDINGS LIMITED,
as a member of the Executive Committee

By: Eversheds Sutherland (US) LLP, as
counsel to the Executive Committee



By: Erin E. Broderick
Its: Authorized Signatory

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FC CAYMAN A, L.L.C., as a member
of the Executive Committee

By: Eversheds Sutherland (US) LLP, as
counsel to the Executive Committee

Erin E. Broderick

By: Erin E. Broderick
Its: Authorized Signatory

Exhibit A

For the avoidance of doubt, Section 3(c) of this Agreement shall govern any payments associated with the indemnification obligations set forth in this Exhibit A.

Rothschild & Co and its affiliates, counsel and other professional advisors, and the respective directors, officers, controlling persons, agents and employees of each of the foregoing (Rothschild & Co and each of such other persons, an "Indemnified Party" and, collectively, the "Indemnified Parties"), shall be indemnified and held harmless from and against any losses, claims or proceedings, including, without limitation, stockholder actions, damages, judgments, assessments, investigation costs, settlement costs, fines, penalties, arbitration awards and any other liabilities, costs, fees and expenses (collectively, "Losses") directly or indirectly in connection with, arising out of, based upon or in any way related to the engagement of Rothschild & Co under this Agreement or any transaction, activities or conduct in connection therewith, regardless of whether such activities or conduct occurred prior to or after the date hereof, provided no Indemnified Party shall be indemnified for such Losses if and only to the extent that it is finally judicially determined by a court of competent jurisdiction that such Losses arose primarily because of the gross negligence, willful misconduct or fraud of such Indemnified Party. If multiple claims are brought against an Indemnified Party, with respect to at least one of which indemnification is permitted under applicable law and provided for under this Agreement, any judgment or award against such Indemnified Party shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for, except to the extent the judgment or award expressly states that it, or any portion thereof, is based on a claim as to which indemnification is not available.

The Indemnified Parties shall also be promptly reimbursed for any reasonable legal or other fees, disbursements or expenses as they are incurred (a) in investigating, preparing, pursuing or settling any action or other proceeding (whether formal or informal) or threat thereof (including, without limitation, any reasonable expenses incurred in connection with any response to a subpoena or similar request for documents and/or testimony) relating to any of the matters covered by the indemnification set forth in the preceding paragraph, whether or not in connection with pending or threatened litigation or arbitration and whether or not any Indemnified Party is a party (each, an "Action") and (b) in connection with enforcing such Indemnified Party's rights under this Agreement; provided, however, that in the event and only to the extent that it is finally judicially determined by a court of competent jurisdiction that the Losses of such Indemnified Party arose primarily because of the gross negligence, willful misconduct or fraud of such Indemnified Party, such Indemnified Party will promptly remit any amounts reimbursed under this paragraph.

The rights of the Indemnified Parties hereunder shall be in addition to any other rights that any Indemnified Party may have at common law, by statute or otherwise. Except as otherwise expressly provided for in this Agreement, if any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall all remain in full force and effect and shall in no way be affected, impaired or invalidated. The reimbursement, indemnity and contribution obligations set forth herein shall apply to any modification of this Agreement and shall remain in full force and effect regardless of any termination or expiration of this Agreement.